

original

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

ERGO MEDIA CAPITAL, LLC, a Delaware limited liability company;
ERIK H. GORDON, an individual, and Does 1 through 20, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

LOTTI BLUENMER, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
Superior Court Of California
County Of Los Angeles

FEB 28 2014

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]* Deputy
Amber Hayes

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California,
County of Los Angeles - Central District - Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, California 90012

CASE NUMBER:
(Número del Caso):

B C 5 3 8 1 1 1

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Christian S. Molnar, Esq., (SBN 177665) 12400 Wilshire Boulevard. Suite 1180, Los Angeles, CA, 90025

DATE: **FEB 28 2014**
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

Amber Hayes

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

original
9/21/2012
AUG 08 7

1 Christian S. Molnar, Esq. (SBN 177665)
2 Ashley M. Hunt, Esq. (SBN 292083)
3 **CHRISTIAN S. MOLNAR LAW CORPORATION**
4 12400 Wilshire Boulevard, Suite 1180
5 Los Angeles, California 90025
6 Telephone: (310) 820-9900
7 Facsimile: (310) 820-9926
8 Email: christian@christiansmolnarlaw.com

9 Attorneys for Plaintiff LOTTI BLUEMNER, an individual

FILED
Superior Court Of California
County Of Los Angeles

FEB 28 2014

Sherri R. Carter, Executive Officer/Clerk
By Amb C, Deputy
Amber Hayes

7 *Dale Gregory Alarcón*
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA,**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10
11 LOTTI BLUEMNER, an individual,

12 Plaintiff,

13 vs.

14 ERGO MEDIA CAPITAL, LLC, a Delaware
15 limited liability company; ERIK H. GORDON, an
16 individual, and Does 1 through 20, inclusive,

17 Defendants.

18 Case No.:

19 **BC 538111**

20 [Unlimited Jurisdiction]

21 **COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF AND DEMAND
FOR JURY TRIAL FOR:**

- 22
23
24
25
26
27
28
- (1) DISCRIMINATION IN
VIOLATION OF FEHA (GOV.
CODE §§ 12940);
(2) AIDING AND ABETTING
VIOLATIONS OF FEHA (GOV.
CODE § 12940(i));
(3) QUID PRO QUO HARASSMENT
IN VIOLATION OF FEHA (GOV.
CODE § 12940(j));
(4) HOSTILE WORK ENVIRONMENT
HARASSMENT IN VIOLATION
OF FEHA (GOV. CODE § 12940(j));
(5) FAILURE TO PREVENT
DISCRIMINATION AND
HARASSMENT IN VIOLATION
OF FEHA (GOV. CODE § 12940(k));
(6) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
(CAL CONST. Art. 1, § 8);
(7) INTENTIONAL INFILCTION OF
EMOTIONAL DISTRESS,
P.D.O.
(8) NEGLIGENT INFILCTION OF
P.D.O.
- CASE NUMBER: BC538111
LEAD ATTORNEY: AMBER HAYES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EMOTIONAL DISTRESS, AND
(9) UNFAIR BUSINESS PRACTICES
(CAL. BUS. PROF. CODE § 17200,
et seq.)

COMES NOW Plaintiff LOTTI BLUEMNER, an individual (hereinafter referred to as "Plaintiff BLUEMNER,") and alleges as follows:

PARTIES

1. Plaintiff BLUEMNER is now, and at all times mentioned herein was, an individual residing and doing business in the County of Los Angeles, State of California, and was a non-exempt employee of Defendants ERIK H. GORDON, an individual (hereinafter referred to as "Defendant GORDON,") and ERGO MEDIA GROUP, LLC, a Delaware limited liability company (hereinafter referred to as "Defendant ERGO,") (collectively "Defendants").

2. Plaintiff BLUEMNER is informed and believes, and based upon such information and belief, herein alleges that Defendant ERGO is, and at all times herein mentioned was, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business in the New York, and also conducting business in the County of Los Angeles, State of California through the residence of its principal, Defendant GORDON, in the City of Beverly Hills, County of Los Angeles, State of California, and employed and employs person in the same.

3. Plaintiff BLUEMNER is informed and believes, and based upon such information and belief, herein alleges that at all times herein mentioned, Defendant GORDON was an officer, manger, owner, member and/or principal of Defendant ERGO and at all times relevant hereto completely controlled and dominated the same, and

4. At all times relevant hereto, Defendant GORDON maintained and, upon information and belief, does now maintain, a residence in the City of Beverly Hills, County of Los Angeles, State of California, and at all times relevant hereto resided in the same for significant portions of time.

5. Plaintiff BLUEMNER does not know the true names of Defendant Does 1 through 20, inclusive, and therefore sues them by those fictitious names. Plaintiff BLUEMNER is informed and believes, and on the basis of that information and belief alleges, that each of those Defendants was in some manner legally responsible for the events and happenings alleged in this complaint and for Plaintiff

1 BLUENMER's damages. The names, capacities, and relationships of Does 1 through 20 will be alleged
2 by amendment to this complaint when they are known.

3 6. Plaintiff BLUENMER is informed and believes and based thereon alleges that at all times
4 mentioned herein, the Defendants, and Does 1 through 20, inclusive, and each of them, were the agents
5 and employees of each of the remaining Defendants, and each of them, in doing the acts alleged in this
6 complaint, were acting within the purpose and scope of said agency and employment.

7 7. Plaintiff BLUENMER is informed and believes and based thereon alleges that there
8 exists, and at all times herein mentioned there existed, a unity of interest and ownership between
9 Defendant ERGO, and Does 1 through 20, inclusive, and each of them, on the one hand, and Defendant
10 GORDON, on the other, such that any individuality and separateness between Defendant ERGO, and
11 Does 1 through 20, inclusive, and each of them, on the one hand, and Defendant GORDON, on the
12 other, has ceased, and thus Defendant ERGO, and Does 1 through 20, inclusive, and each of them, is the
13 *alter ego* of Defendant GORDON, in that Defendant GORDON, completely controlled, dominated,
14 managed, and operated the limited liability company defendant and intermingled their assets to suit the
15 convenience of Defendant GORDON, by placing the assets of Defendant ERGO, and Does 1 through 20,
16 inclusive, and each of them, in the name of Defendant GORDON, and vice-versa, in order to evade
17 payment of the obligations owed to creditors, including Plaintiff BLUENMER. Adherence to the fiction
18 of the separate existence of Defendant ERGO, and Does 1 through 20, inclusive, and each of them, from
19 Defendant GORDON, would permit an abuse of the limited liability company privilege and would
20 sanction fraud and promote injustice in that they have transferred assets between themselves, without
21 consideration, and to others, without regard to actual legal or equitable title.

22 8. Each Defendant is sued individually and as an agent, conspirator, aider and abettor,
23 employee and/or control-person for each of the other Defendants, and the liability of each Defendant
24 arises from the fact that it has engaged in all or part of the unlawful acts, plans, schemes, or wrongs
25 complained of herein and was acting within the course and scope of said agency, partnership,
26 conspiracy, and employment.

27 ///

28 ///

JURISDICTION AND VENUE

9. The Court has personal jurisdiction over Defendants because they are residents of and/or doing business in the State of California and employed Plaintiff BLUEMNER and others in the State of California, and as such voluntarily subjected themselves to the laws of this state.

5 10. This Court has subject matter jurisdiction over all causes of action asserted herein
6 pursuant to Article VI, § 10 of the California Constitution, California Code of Civil Procedure § 410.10,
7 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest,
8 exceeds TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), and because each cause
9 of action asserted arises under the laws of the State of California or is subject to adjudication in the
10 courts of the State of California. No part of this complaint is preempted by federal law or challenges
11 conduct within any federal agency's exclusive domain, and adjudication thereof has not been statutorily
12 assigned to any other court of jurisdiction.

13 11. Venue is proper in this Court in accordance with California Code of Civil Procedure §
14 395(a) because Defendant GORDON resides in the City of Beverly Hills, County of Los Angeles County
15 and Defendants GORDON and ERGO conduct business in the County of Los Angeles, and employed
16 and continues to employ persons in this state. Moreover, venue is proper pursuant to California
17 Government Code § 12965(b), because the unlawful business practices complained of herein were
18 committed within the County of Los Angeles and, further because, the County of Los Angeles is the
19 county in which Plaintiff BLUEMNER would have continued to work, but for the unlawful business
20 practices complained of herein.

FACTUAL ALLEGATIONS

12. Prior to accepting employment with Defendant ERGO, Plaintiff BLUENMER worked as a model and also worked as an executive assistant and as a personal assistant.

13. In or about April, 2012, Plaintiff BLUENNER, by the invitation of Defendant GORDON, attended a Bruce Springsteen concert with Defendant GORDON. During their evening together in April, 2012, Defendant GORDON offered to employ Plaintiff BLUENNER as his Los Angeles based personal assistant at an annual salary of NINTY THOUSAND AND NO/100 DOLLARS (\$90,000.00), which included an annual bonus based on performance, as well as full health insurance

1 coverage, including medical, dental and vision plans. On that same evening in April, 2012, Plaintiff
 2 BLUEMNER accepted the offer of employment of Defendant GORDON. Defendant GORDON
 3 informed Plaintiff BLUEMNER on that same evening that he was dissatisfied with his current Los
 4 Angeles based personal assistant, Ms. Rain Eventoff, but that he would need a couple of weeks to
 5 transfer her to another position, and that after he accomplished the same, Plaintiff BLUEMNER could
 6 commence work for Defendant GORDON and Plaintiff BLUEMNER agreed to the same.

7 14. In or about the middle of the month of May, 2012, Plaintiff BLUEMNER commenced
 8 work for Defendant GORDON as his Los Angeles based personal assistant. In or about mid-May, 2012,
 9 when Defendant GORDON came to Los Angeles, Defendant GORDON requested Plaintiff
 10 BLUEMNER entertain his friends Trish and Rob by showing them around the Los Angeles Area
 11 because Defendant GORDON was busy. During that time, Plaintiff GORDON and several other persons
 12 decided to take a trip to Las Vegas and Defendant GORDON suggested that Plaintiff BLUEMNER
 13 attend as his "new" personal assistant.

14 15. Between May, 2012 and September, 2012, Plaintiff BLUEMNER was paid directly by
 15 Defendant GORDON via a series of wires of cash from his personal bank account.

16 16. Beginning in or about September, 2012, Plaintiff BLUEMNER began to be paid via
 17 direct deposit into her bank account from Defendant ERGO and was also enrolled into the employee
 18 health benefit, life insurance and pension fund plans of Defendant ERGO.

19 17. On or about May 26, 2012, while accompanying Defendant GORDON and others to Las
 20 Vegas, as his personal assistant, Defendant GORDON and his guests procured various narcotics and
 21 professional strippers at his hotel room. Defendant GORDON insisted that Plaintiff BLUEMNER fill
 22 the hot tub in the master suite of his hotel room and that she join Defendant GORDON, his three (3)
 23 friends and the hired stripper in the hot tub. Further, Defendant GORDON repeatedly directed Plaintiff
 24 BLUEMNER to take off her bathing suit top while in the hot tub with Defendant GORDON, his friends,
 25 and the stripper, and attempted to cajole her in to doing so by stating that "it was no big deal." Plaintiff
 26 BLUEMNER felt obligated to join her new boss, Defendant GORDON, in the hot tub and further feared
 27 she would lose her new job with him if she didn't. Plaintiff BLUEMNER did in fact get into the hot tub
 28 in her bathing suit, but declined to remove her top. Subsequently, after everyone exited the hot tub,

1 Defendant GORDON asked Plaintiff BLUEMNER to perform a strip dance for one of his friends in the
2 bathroom of the master suite of Defendant GORDON's hotel room. Plaintiff BLUEMNER declined
3 Defendant GORDON's request.

4 18. At the time of her hiring, Defendants ERGO and GORDON represented to Plaintiff
5 BLUEMNER that her responsibilities as Defendant GORDON's Los Angeles based personal assistant
6 would include the following:

- 7 a. Maintaining and overseeing the upkeep and condition of Defendant GORDON's
8 residence in Beverly Hills, California;
- 9 b. Maintaining and overseeing the upkeep and condition of Defendant GORDON's vehicles
10 in Los Angeles, including a Bentley, a BMW 750, and a Cadillac Escalade;
- 11 c. Overseeing the provision of personal services to Defendant GORDON in connection with
12 his residence in Beverly Hills, California and his vehicles which he kept in Los Angeles,
13 including, maids, repair persons, and automotive care;
- 14 d. Keeping his residence stocked with food, beverages, alcohol, and various other items;
- 15 e. Assisting in the coordinating of Defendant GORDON's schedule, appointments and
16 meetings when he was in Los Angeles;
- 17 f. Making Defendant GORDON's residence and vehicles in Beverly Hills available for use
18 by visiting guests, friends, family members, and invitees of Defendant GORDON;
- 19 g. Acting as a social liaison to Defendant GORDON, introducing him to persons involved
20 in the nightlife scene in Los Angeles and obtaining invitations and admission to various
21 social events, parties and nightclubs with prohibitive admissions policies;
- 22 h. Travelling with Defendant GORDON throughout the United States and internationally
23 and acting as his personal assistant while travelling with him;
- 24 i. To make various personal purchases for Defendant GORDON and his friends using a
25 credit card he supplied to her in her name, and
- 26 j. Discharging the ordinary duties of a personal assistant of Defendant GORDON in the
27 conduct of his business;

1 19. In reality, while Plaintiff BLUENMER's responsibilities did at times include the above-
 2 described tasks, which Plaintiff BLUENMER at all times relevant hereto, faithfully and diligently
 3 performed, Plaintiff BLUENMER's responsibilities also included acting as Defendant GORDON'S
 4 *entre-vouz* to the Los Angeles social and nightlife scene, using her social connections and knowledge of
 5 the Los Angeles social elite to help him procure admission to various nightclubs, parties, and social
 6 events to which Defendant GORDON might not otherwise have been aware, or to which he might not
 7 otherwise have been invited. Plaintiff BLUENMER's actual responsibilities also included
 8 accompanying Defendant GORDON and his friends and invitees to lunches and dinners at trendy
 9 restaurants, parties, bars, night clubs, and birthday parties in Los Angeles, Las Vegas, and occasionally
 10 New York City and/or Martha's Vineyard, as well as the Sundance Film Festival in Utah. Plaintiff
 11 BLUENMER's additional responsibilities also included assisting Defendant GORDON in pursuing girls
 12 he was romantically interested in, which included taking those girls on shopping trips to purchase
 13 personal items and gifts with the credit card he provided to Plaintiff BLUENMER. During one of these
 14 shopping trips, Plaintiff BLUENMER, at Defendant GORDON's direction, spent tens of thousands of
 15 dollars.

16 20. When Defendant GORDON was in-town in Los Angeles, and when Plaintiff
 17 BLUENMER accompanied him to Las Vegas, New York, the Sundance Film Festival, and/or Martha's
 18 Vineyard as part of her employment, she was "on-duty" and/or "on-call" at all times.

19 21. Additionally, after commencing employment with Defendants ERGO and GORDON,
 20 Plaintiff BLUENMER quickly discovered that Defendant GORDON's main desire in employing
 21 Plaintiff BLUENMER, an attractive and socially connected model, was to use her as "eye-candy" and as
 22 a "bait" to attract other attractive young women, who Defendant GORDON and his friends otherwise
 23 would not have been able attract on their own. Defendant GORDON's apparent belief in utilizing
 24 Plaintiff BLUENMER in this manner was that if other attractive women saw that he and his friends were
 25 with an attractive woman, these other women would be more receptive to his and his friends' overtures.
 26 Essentially, Plaintiff BLUENMER's role was to act as Defendant GORDON and his friends' "hot chick"
 27 wing-woman.
 28

1 22. After Plaintiff BLUEMNER commenced work for Defendants GORDON and ERGO, she
 2 also quickly discovered that regardless of the milieu, whether in Los Angeles or elsewhere, that
 3 Defendant GORDON's *modus operandi*, consisted of trading upon his father's (one of the founders of
 4 Angelo & Gordon) wealth, fame, connections, and political capital by taking meetings during the day
 5 with his and his father's wealthy and politically connected friends, celebrities, and politicians, and then
 6 partying, drinking, and consuming various illegal drugs each night, including, but not limited to,
 7 "ecstasy" (MDMA); cocaine; marijuana; "Molly" (MDMA); and "special k" (Ketamine), prescription
 8 drugs such as oxycotin, and others, as well as regularly engaging strippers and prostitutes. Quickly after
 9 the commencement of her employment, Defendant GORDON began directing Plaintiff BLUEMNER to
 10 pick up and pay for illegal drugs (with monies he provided), and accompany him and his friends to strip
 11 clubs. On one occasion, in Las Vegas, Defendant GORDON directed Plaintiff BLUEMNER to arrange
 12 for strippers to come over to hotel rooms purchased by Defendant GORDON and to facilitate his and his
 13 friends' engagement of prostitutes at their hotel rooms. In addition, Defendant GORDON routinely
 14 insisted that Plaintiff BLUEMNER "party" with Defendant GORDON and his friends as well be present
 15 when strippers and prostitutes were present.

16 23. On many occasions while working for Defendants, Plaintiff BLUEMNER accompanied
 17 Defendant GORDON during his nights of drunken and drug-fueled debauchery and essentially "babysat"
 18 Defendant GORDON, who became so intoxicated at times during the nights and days of partying
 19 that he became susceptible to thievery and/or injury, monetarily or otherwise, by various unscrupulous
 20 persons and hangers-on who attempted to take advantage of Defendant GORDON's wealth while he was
 21 in an intoxicated, inebriated, and vulnerable state. Plaintiff BLUEMNER often felt compelled to
 22 intervene, and in did in fact intervene, on multiple occasions to prevent such persons from taking
 23 advantage, financially and otherwise, of Defendant GORDON while he was unconscious and vulnerable.

24 24. Almost immediately after she began her employment with Defendants, Plaintiff
 25 BLUEMNER was persistently subjected to unwanted flirtatious comments, references to her body parts,
 26 sexual advances, and occasional uninvited touching by Defendant GORDON. In addition, Defendant
 27 GORDON regularly insisted that Plaintiff BLUEMNER join him and his friends, as well as strippers, in
 28 various hot tubs and baths, asked her to remove her top while she was in the hot tubs and/or baths,

1 requested that she perform "strip dances" for his friends, asked her to take pictures of her naked breasts
 2 so that he could show his friends, requested massages from her, and requested, on multiple occasions,
 3 that she lay in bed with him while he was intoxicated and "high" on various illegal narcotics and
 4 prescription drugs such as oxytocin. In fact, Defendant GORDON's lewd requests to Plaintiff
 5 BLUEMNER to send him pictures of her naked breasts increased in frequency after she became
 6 pregnant. While Plaintiff BLUEMNER declined some of these requests, she felt compelled to
 7 unwillingly comply with some of Defendant GORDON's aforementioned appeals, out of fear that she
 8 would otherwise lose her job.

9 25. On occasion, including on his birthday on December 8, 2012, in New York, New York,
 10 Defendant GORDON insisted upon doing lines of cocaine off of Plaintiff BLUEMNER's exposed
 11 breasts in front of multiple persons. Again, Plaintiff BLUEMNER reluctantly acquiesced to Plaintiff
 12 GORDON's demands because she was afraid that if she didn't do so, she would lose her job.

13 26. Further, Defendant GORDON would at times send inappropriate texts of a sexual and/or
 14 scandalous nature to Plaintiff BLUEMNER.

15 27. At all times during her employment with Defendants GORDON and ERGO, Plaintiff
 16 BLUEMNER faithfully and diligently executed her "official" responsibilities as Defendant GORDON's
 17 assistant, and many of her "unofficial" responsibilities as well, in order to maintain her employment and
 18 her favorable salary and benefit package, including health insurance.

19 28. During the course of her employment, Defendant GORDON routinely praised Plaintiff
 20 BLUEMNER and her execution of her job duties both in writing, to her face, with others present, and to
 21 mutual friends and acquaintances of theirs. In addition, in December, 2012, after she had been working
 22 for the Defendants for over seven (7) months, Defendant GORDON rewarded her for her exceptional job
 23 performance by giving her a holiday/end-of-the-year cash bonus in the sum of EIGHT THOUSAND
 24 TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$8,250.00).

25 29. At no time between the commencement of her employment in early May, 2012, through
 26 her unlawful termination in July, 2013, did Plaintiff BLUEMNER receive any warnings or disapprovals,
 27 written or otherwise, of her job performance; nor was she ever subject to any disciplinary action of any
 28 sort.

1 30. In or about December, 2012, Plaintiff BLUEMNER became pregnant. Initially, Plaintiff
 2 BLUEMNER wasn't sure whether she would keep the baby or terminate her pregnancy, as she and the
 3 father of her baby were considering separating, and did eventually separate in March, 2013, and she was
 4 facing the challenges of being a single mother. Her main concern was her and her baby's financial
 5 security, and her ability to provide for her child. She determined that, if she was to continue with her
 6 pregnancy, she would require a larger apartment, with a second bedroom, which would necessitate an
 7 increase in her monthly rent from her current payment of ONE THOUSAND EIGHT HUNDRED AND
 8 NO/100 DOLLARS (\$1,800.00). Additionally, it was her intention, if she proceeded with the
 9 pregnancy, to take only a very brief leave of absence from her employment with Defendants, and
 10 immediately hire a nanny so she could return to her job with Defendants. Plaintiff BLUEMNER
 11 realized that she could only afford a nanny and a larger apartment if she kept her employment with
 12 Defendants GORDON and ERGO and if her position of employment as Defendant GORDON's personal
 13 assistant was secure.

14 31. In March of 2013, Plaintiff BLUEMNER, without initially disclosing her pregnancy to
 15 Defendant GORDON, met with Defendant GORDON at his residence in Beverly Hills, California for
 16 the specific purpose of discussing her long-term employment security with Defendants. During their
 17 meeting, she informed Defendant GORDON that she was thinking of leasing a larger and significantly
 18 more expensive apartment, and inquired of Defendant GORDON whether he was happy with her job
 19 performance and whether she had long-term employment security with Defendants for the foreseeable
 20 future. Defendant GORDON responded favorably, and stated to Plaintiff BLUEMNER that he was
 21 "very pleased" with her performance of her employment duties, that she was doing an "amazing job,"
 22 that her job was absolutely secure, and that he intended to continue employing her for the foreseeable
 23 future and that she had long-term employment security with the Defendants. Plaintiff BLUEMNER
 24 thanked Defendant GORDON for his reassurances and informed him of her intention to immediately
 25 lease a significantly more expensive apartment.

26 32. Reassured by Defendant GORDON's responses but wanting to have additional security,
 27 Plaintiff BLUEMNER thereafter requested that James Heckman, a mutual friend of her's and Defendant
 28 GORDON's, speak directly with Defendant GORDON while he was still in Los Angeles and pose the

1 same questions to him as were asked in her meeting with Defendant GORDON. The mutual friend,
 2 James Heckman, thereafter arranged to meet Defendant GORDON in Los Angeles at the Sawyer Club in
 3 or around March, 2013. During their meeting, Mr. Heckman posed the same or substantially similar
 4 questions to Defendant GORDON that Plaintiff BLUEMNER had posed to him days earlier and
 5 Defendant GORDON's responses were essentially identical; he praised Plaintiff BLUEMNER's
 6 performance and voiced his intention to continue to employ her for the foreseeable future. Thereafter,
 7 Mr. Heckman reported back to Plaintiff BLUEMNER the good news regarding her job performance and
 8 the reaffirmation of her long-term job security with the Defendants.

9 33. In reliance upon the affirmative representations and affirmations of Defendant GORDON
 10 to both Plaintiff BLUEMNER and their mutual friend, James Heckman, in their separate meetings with
 11 Defendant GORDON in March, 2013, Plaintiff BLUEMNER decided to commit to her pregnancy, and
 12 the financial obligations it would entail, and lease the larger and more expensive apartment in
 13 anticipation of the arrival of her child. Plaintiff BLUEMNER signed a lease for her new apartment for a
 14 one (1) year term on March 26, 2013 which term expired on March 31, 2014. The monthly base rent for
 15 her new apartment was THREE THOUSAND TWO HUNDRED FIFTY and NO/100 DOLLARS
 16 (\$3,250.00). In addition to the increased monthly base rent for the new apartment, Plaintiff
 17 BLUEMNER was required to also pay for utilities, trash, and water charges, and an increased renters
 18 insurance rate, which brought the monthly total for her new apartment to nearly FOUR THOUSAND
 19 AND NO/100 DOLLARS (\$4,000.00).

20 34. Shortly thereafter, at the end of March, 2013, Plaintiff BLUEMNER informed Defendant
 21 GORDON that she was pregnant. Defendant GORDON's initial reaction was that he was decidedly
 22 underwhelmed with this news, and did not respond in an overly warm or positive manner. While
 23 Defendant GORDON belatedly congratulated Plaintiff BLUEMNER on her pregnancy, almost
 24 immediately, Plaintiff BLUEMNER experienced a marked change in treatment from Defendant
 25 GORDON. He began to exclude her from events and activities that he previously always insisted that
 26 she participate in as part of her employment. For instance, whenever Defendant GORDON came to Los
 27 Angeles, Plaintiff BLUEMNER and her friends that she introduced to Defendant GORDON would be
 28 invited out to dinner with Defendant GORDON, which would almost always be followed by partying

1 and night-clubbing. Once she disclosed that she was pregnant, Defendant GORDON would invite
2 Plaintiff BLUEMNER's friends out to dinner with him and his friends, but would not invite Plaintiff
3 BLUEMNER. While Defendant GORDON would tell her that he would "meet up" with her later, he
4 would invariably fail to do so. In addition, Defendant GORDON had invited Plaintiff BLUEMNER to
5 accompany him on a long-planned trip to Las Vegas in May of 2013, to celebrate the one (1) year
6 wedding anniversary of his and BLUEMNER's mutual friends who had been married there during
7 Plaintiff BLUEMNER's and Defendant GORDON's first trip there together as his employee in May,
8 2012. By contrast, now, Defendant GORDON did not take Plaintiff BLUEMNER with him to Las
9 Vegas in May of 2013. Mutual friends, who were present on the trip, said that Defendant GORDON
10 commented on the reasons for Plaintiff BLUEMNER's absence, reporting that Defendant GORDON
11 stated that "Las Vegas was no place for a pregnant girl," especially, when the attendees were planning on
12 staying up "partying for forty-eight (48) hours straight."

13 35. On or about the end of June or early July, 2013, Defendant GORDON left to travel to
14 Iberian isle of Ibiza, a trip on which it would not have been uncommon for Plaintiff BLUENMER to
15 have joined his entourage as part of her regularly expected employment obligations. However, on this
16 occasion, Defendant GORDON traveled to Ibiza without Plaintiff BLUEMNER. Again, Plaintiff
17 BLUEMNER was informed by mutual friends that according to Defendant GORDON, he didn't want to
18 bring a "pregnant chick" to Ibiza. By then, Plaintiff BLUEMNER, who was more than seven (7) months
19 pregnant, and visibly showing, and therefore no longer the suitable "eye candy" that Defendant
20 GORDON required, and instead had become a hindrance to Defendant GORDON's party lifestyle.

21 36. Beginning in May, 2013, though now largely excluded by Defendant GORDON from his
22 social calendar and activities, Plaintiff BLUEMNER continued to faithfully perform all of her other
23 responsibilities for Defendants. In addition, Plaintiff BLUEMNER took on the additional task of
24 assisting Defendant GORDON in searching for a new residence in Los Angeles that he would either
25 purchase or rent. Plaintiff BLUEMNER diligently assisted Defendant GORDON in the search for his
26 new residence. She spent countless hours on a near daily basis searching internet listings of suitable
27 residences and meeting with several brokers on a non-exclusive basis, as required by Defendant
28

1 GORDON, looking at and reviewing potential properties for Defendant GORDON to either purchase or
 2 rent.

3 37. In or about late May, 2013 or early June, 2013, Defendant GORDON began pursuing a
 4 new girl, Malea. At Defendant GORDON's direction, Plaintiff BLUENMER took her on several multi-
 5 thousand dollar shopping sprees, as well as made Defendant GORDON's Beverly Hills residence and
 6 vehicles available to her whenever she requested the same.

7 38. On or about June, 2013, Defendant GORDON, Malea, and others, departed for Ibiza
 8 where they remained until their return on or about July, 2013. Prior to their departure, Defendant
 9 GORDON and Malea informed Plaintiff BLUENMER that upon their return, Malea would be moving
 10 into Defendant GORDON's residence in Beverly Hills, California. Defendant GORDON directed
 11 PLAINTIFF BLUENMER to perform several tasks to prepare the residence to accommodate this
 12 change, including purchasing a storage unit for Malea. Plaintiff BLUENMER diligently performed for
 13 Defendants all the actions Defendant GORDON requested in connection with Malea moving into his
 14 Beverly Hills residence.

15 39. Immediately after his return to the United States from his vacation in Ibiza, and on July
 16 11, 2013, Defendant GORDON sent an email to Plaintiff BLUENMER--who at the time was six (6)
 17 weeks away from giving birth to her baby--informing her that he was terminating her, *effective*
 18 *immediately*, and that her last paycheck would be issued on Monday, July 15, 2013. Further, in this
 19 same communication, Defendant GORDON notified Plaintiff BLUENMER that her health insurance
 20 benefits would also be terminated as of the end of that month. In his termination letter, Defendant
 21 GORDON falsely accused Plaintiff BLUENMER of "stealing" from him by purportedly conspiring with
 22 multiple real estate agents to receive a "kick-back" on the commission payable to them in connection
 23 with his potential purchase of a new residence in Los Angeles, California if the sale was consummated.
 24 He also falsely accused her of allowing the hot water at his Beverly Hills residence to lapse for four (4)
 25 days and failing to fix the garage door opener to his residence in his Cadillac Escalade. In addition, he
 26 accused her of failing to perform minor various duties such as keeping the air-conditioning in his
 27 Beverly Hills residence at a too-warm temperature (Plaintiff BLUENMER kept the Beverly Hills condo
 28 air conditioning thermostat at 70 degrees, as directed), and of failing to change one (1) light bulb thereat

1 prior to his latest arrival in Los Angeles. It is noteworthy that the ceilings in Defendant GORDON's
 2 condo are approximately fifteen (15) feet tall, and require a ladder to replace, which Plaintiff
 3 BLUEMNER required help in doing in her late-stage pregnancy. Further, he complained that she had
 4 driven his Escalade one occasion without his advance permission, and thereby put additional
 5 mileage on the vehicle (despite previously giving her permission to do so, and, in fact, *requiring* her to
 6 do so as part of her employment duties in maintaining the vehicle), and failed to "re-program" the same
 7 (even though it required a professional re-programmer, who had not been retained for that purpose).
 8 Finally, Defendant GORDON falsely accused of her of buying herself personal items at the apple store
 9 with the credit card he issued to her.

10 40. None of the false allegations made by Defendant GORDON were truthful or accurate,
 11 other than: (1) that she was unable to replace one (1) light-bulb in his residence due to the physical
 12 limitations created by the advanced stage of her pregnancy, and (2) that she had on a single occasion, on
 13 a weekend day, used his Escalade without telling him in advance, although he had on numerous previous
 14 occasions told her to freely use his vehicles, had never before complained of her doing so, and had, in
 15 fact, required her to drive the same as part of her job duties to maintain, care for, and keep in good
 16 working order all of Defendant GORDON's Los Angeles vehicles.

17 41. Plaintiff BLUEMNER, while in shock at the "out-of-the-blue" termination letter, as well
 18 as its timing - just six (6) weeks before her pregnancy delivery due date - immediately contacted the real
 19 estate agents she had been working on Defendant GORDON's behalf, and asked them to contact
 20 Defendant GORDON and inform him that she had never requested, sought, or agreed to accept any
 21 "kick-back" from any of them in connection with his potential purchase or rental of a new residence in
 22 Los Angeles, California. Each of the agents immediately confirmed that no such request had been made
 23 by Plaintiff BLUEMNER, and confirmed that no agreement regarding the same had ever been entered
 24 into, and further agreed that they would immediately contact Defendant GORDON informing him of the
 25 same.

26 42. Plaintiff BLUEMNER is informed and believes, and based on that information and belief,
 27 herein alleges, that each of the real estate agents immediately contacted Defendant GORDON and
 28 informed him that Plaintiff BLUEMNER had never requested any "kick-back" of their potential

1 commissions and had further never agreed to accept any such "kick-back" from them. Despite such
 2 corroboration, Plaintiff BLUEMNER's employment was never reinstated by Defendant GORDON.

FIRST CAUSE OF ACTION

4 **(For Unlawful Discharge/Discrimination in Violation of FEHA (Gov. Code §§ 12940(a)) Against**
 5 **Defendants ERGO MEDIA CAPITAL, LLC, a Delaware limited liability company; ERIK H.**
 6 **GORDON, an individual, and Does 1 through 20, inclusive, and each of them)**

7 43. Plaintiff BLUEMNER repeats, re-pleads and re-alleges the allegations contained in
 8 paragraphs 1 through 42, inclusive, *supra*, and incorporate the same herein as if fully set forth.

9 44. At all applicable times mentioned in the Complaint, Defendants, and Does 1 through 20,
 10 inclusive, and each of them, regularly employed five (5) or more persons bringing Defendants, and Does
 11 1 through 20, inclusive, and each of them, within the provisions of the California *Fair Employment and*
 12 *Housing Act* ("FEHA"), which proscribe certain enumerated forms of discrimination.

13 45. Plaintiff BLUEMNER adequately exhausted all of her administrative remedies under
 14 FEHA and obtained a "right to sue" letters from the Department of Fair Employment and Housing
 15 against Defendants, and Does 1 through 20, inclusive, and each of them. A true and correct copy of the
 16 "right to sue" letter Plaintiff BLUEMNER obtained from the Department of Fair Employment and
 17 Housing is attached hereto as **Exhibit "A"** and incorporated herein by reference as though fully set forth.

18 46. Plaintiff BLUEMNER was discriminated against by Defendants, and Does 1 through 20,
 19 inclusive, and each of them, on the basis of Plaintiff BLUEMNER's sex and/or gender as prohibited
 20 under FEHA. Specifically, Plaintiff BLUEMNER suffered adverse employment actions by and through
 21 the Defendants, and Does 1 through 20, inclusive, and each of them, including, but not limited to her
 22 unlawful termination, for the sole reason of her sex, her gender, and the fact that she was pregnant.

23 47. During the time leading up to her unlawful termination, Defendants, and Does 1 through
 24 20, inclusive, and each of them, took actions consistent with the fact that her termination was based on
 25 her pregnancy, and not on any other lawful reason, including, but not limited to:

- 26 a. Defendant GORDON, immediately upon learning of Plaintiff BLUEMNER's pregnancy,
 27 began severely circumscribing her job duties and responsibilities, such as excluding her
 28

1 from events and activities that he previously always insisted that she participate in as part
2 of her employment;

- 3 b. Immediately upon notifying Defendant GORDON of her pregnancy, being unnecessarily
4 restricted in performing her previous job duties of traveling with Defendant GORDON on
5 his vacations as his personal assistant;
- 6 c. Immediately upon notifying Defendant GORDON of her pregnancy, being entirely
7 restricting her from his "social calendar" and evening social activities, such as dinner
8 with mutual friends;
- 9 d. Defendant GORDON's commenting, to mutual friends, that Plaintiff BLUENNER could
10 no longer attend such events and engagements, or travel with Defendant GORDON on
11 vacation, because such places and events were "not places for a pregnant chick."
- 12 e. Terminating her a mere six (6) weeks before she was to give birth, and attempting to
13 terminate her health and medical insurance immediately, such that her medical expenses
14 related to her pregnancy and the birth of her child would no longer be covered by
15 Defendants;
- 16 f. Arguing that her termination was based upon dishonest interactions and "thievery"
17 relating to a real estate transaction, which was quickly proven to be false, and also
18 attempting to claim her termination arose out of the non-performance and/or poor
19 performance of various trifling and negligible employment duties such as failure to
20 replace a light bulb and allegedly not calling a plumber quickly enough.

21 48. None of the false allegations made by Defendant GORDON were accurate, nor grave
22 enough to warrant such a dramatic swing in Defendant GORDON's opinion of her job performance,
23 which evidences the fact that such "reasons" were only a ruse to mask the true reason for her
24 termination -her pregnancy.

25 49. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
26 willful, knowing and intentional violations of FEHA, Plaintiff BLUENNER sustained and continues to
27 sustain substantial losses in earnings and other benefits.

50. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their intentional violations of FEHA, Plaintiff BLUENMER suffered and continues to suffer humiliation, emotional distress and mental and physical pain and anguish, all to her damage in a sum according to proof.

51. Plaintiff BLUENNER is informed and believes and based thereon alleges that the aforesaid acts directed towards her were carried out with a conscious disregard of her right to be free from such illegal behavior, such as to constitute oppression, fraud or malice pursuant to California Civil Code § 3294 entitling Plaintiff BLUENNER to punitive damages in an amount appropriate to punish and set an example of Defendants, and Does 1 through 20, inclusive and each of them.

52. Plaintiff BLUEMNER has incurred and continues to incur legal expenses and attorneys' fees and costs, including expert witness fees, entitling Plaintiff BLUEMNER to relief in accordance with FEHA § 12965(b). Plaintiff BLUEMNER is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

SECOND CAUSE OF ACTION

(For Aiding and Abetting Discrimination in Violation of FEHA (Gov. Code §§ 12940(i)) Against Defendants ERGO MEDIA CAPITAL, LLC, a Delaware limited liability company; ERIK H. GORDON, an individual, and Does 1 through 20, inclusive, and each of them)

53. Plaintiff BLUENNER repeats, re-pleads and re-alleges the allegations contained in paragraphs 1 through 52, inclusive, *supra*, and incorporate the same herein as if fully set forth.

54. At all applicable times mentioned in the Complaint, Defendants, and Does 1 through

inclusive, and each of them, regularly employed five (5) or more persons bringing Defendants, and Does 1 through 20, inclusive, and each of them, within the provisions of the California *Fair Employment and Housing Act* ("FEHA"), which proscribe certain enumerated forms of discrimination.

55. Plaintiff BLUEMNER has adequately exhausted all of her administrative remedies under FEHA and obtained "right to sue" letters from the Department of Fair Employment and Housing against Defendants, and Does 1 through 20, inclusive, and each of them. A true and correct copy of the "right to sue" letter Plaintiff BLUEMNER obtained from the Department of Fair Employment and Housing is attached hereto as **Exhibit "A"** and incorporated herein by reference as though fully set forth.

1 56. Defendants, and Does 1 through 20, inclusive, and each of them, was aware of, and
2 encouraged, aided, abetted, incited, compelled, and/or coerced the unlawful employment actions set
3 forth in the above paragraphs, as proscribed the provisions of the California *Fair Employment and*
4 *Housing Act* ("FEHA"), Section 12940(i). Specifically, Plaintiff BLUEMNER suffered adverse
5 employment actions by and through the Defendants, and Does 1 through 20, inclusive, and by and
6 through those encouraged or compelled by them, or tacitly and actively encouraged by them, including,
7 but not limited to, her unlawful termination, for the sole reason of her sex, her gender, and the fact that
8 she was pregnant.

9 57. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
10 willful, knowing and intentional violations of FEHA, Plaintiff BLUEMNER has sustained and continues
11 to sustain substantial losses in earnings and other benefits.

12 58. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
13 intentional violations of FEHA, Plaintiff BLUEMNER has suffered and continues to suffer humiliation,
14 emotional distress and mental and physical pain and anguish, all to her damage in a sum according to
15 proof.

16 59. Plaintiff BLUEMNER is informed and believes and based thereon alleges that the
17 aforesaid acts directed towards her were carried out with a conscious disregard of her right to be free
18 from such illegal behavior, such as to constitute oppression, fraud or malice pursuant to California Civil
19 Code § 3294 entitling Plaintiff BLUEMNER to punitive damages in an amount appropriate to punish
20 and set an example of Defendants, and Does 1 through 20, inclusive and each of them.

21 60. Plaintiff BLUEMNER has incurred and continues to incur legal expenses and attorneys'
22 fees and costs, including expert witness fees, entitling Plaintiff BLUEMNER to relief in accordance with
23 FEHA § 12965(b). Plaintiff BLUEMNER is presently unaware of the precise amount of these expenses
24 and fees and prays leave of court to amend this complaint when the amounts are more fully known.

25 ///

26 ///

27 ///

28 ///

THIRD CAUSE OF ACTION

(For Quid Pro Quo Sexual Harassment on the basis of Sex or Gender in Violation of FEHA (Gov. Code §§ 12940(j)) Against Defendants ERGO MEDIA CAPITAL, LLC, a Delaware limited liability company; ERIK H. GORDON, an individual, and Does 1 through 20, inclusive, and each of them)

61. Plaintiff BLUENNER repeats, re-pleads and re-alleges the allegations contained in paragraphs 1 through 60, inclusive, *supra*, and incorporate the same herein as if fully set forth.

62. At all applicable times mentioned in the Complaint, Defendants, and Does 1 through 20, inclusive, and each of them, regularly employed one (1) or more persons bringing Defendants, and Does 1 through 20, inclusive, and each of them, within the provisions of the California *Fair Employment and Housing Act* ("FEHA") proscribing harassment.

12 63. Plaintiff BLUENNER has adequately exhausted all of her administrative remedies under
13 FEHA and obtained "right to sue" letters from the Department of Fair Employment and Housing against
14 Defendants, and Does 1 through 20, inclusive, and each of them. A true and correct copy of the "right to
15 sue" letter Plaintiff BLUENNER obtained from the Department of Fair Employment and Housing is
16 attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth.

17 64. Plaintiff BLUEMNER suffered continual, pervasive, and unwanted sexual advances on
18 the basis of Plaintiff BLUEMNER's sex and gender by and through the actions and/or statements of
19 Defendants, and Does 1 through 20, inclusive, and each of them, during the course of her employment to
20 which she was either expressly or impliedly expected to suffer and/or acquiesce as a condition of her
21 employment, such that her continued employment was either expressly or impliedly dependent on such
22 acquiescence, as prohibited under FEHA. Plaintiff BLUEMNER was made or induced to perform
23 sexual or suggestive actions demanded or requested of her by Defendants, and Does 1 through 20
24 inclusive, and each of them, out of fear that non-performance of such actions would lead to her
25 termination. Specifically, Plaintiff BLUEMNER was asked, and in some instances did reluctantly
26 perform out of fear that she would otherwise lose her job, sexually based actions, including, but not
27 limited to:

- a. Being asked to join Defendant GORDON, together with his friends, and/or strippers, in the hot tub or bath;
 - b. Being asked remove her top in the bath or hot tub, when she joined Defendant GORDON and others in the same; and asking or pressuring her into complying when she first denied the request;
 - c. Requested to perform "strip dances" for Defendant GORDON's friends; and
 - d. Being asked to take pictures of her naked breasts so that Defendant GORDON could show his friends;
 - e. Required to allow Defendant GORDON to do lines of "Coke" off of Plaintiff BLUENMER's naked breasts in front of multiple persons.
 - e. Requested to give massages to Defendant GORDON;
 - f. Being asked, on multiple occasions, to lay in bed with Defendant GORDON.

13 65. As a proximate result of Plaintiff's refusal to perform, and/or inability to further comply
14 with the requests of Defendants and Does 1 through 20, inclusive, and each of their, requests due to her
15 advancing pregnancy, Plaintiff BLUEMNER was terminated from her employment.

16 66. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
17 willful, knowing and intentional violations of FEHA, Plaintiff BLUEMNER has sustained and continues
18 to sustain substantial losses in earnings and other benefits.

19 67. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
20 intentional violations of FEHA, Plaintiff BLUENMER has suffered and continues to suffer humiliation,
21 emotional distress and mental and physical pain and anguish, all to her damage in a sum according to
22 proof.

23 68. Plaintiff BLUEMNER is informed and believes and based thereon alleges that the
24 aforesaid acts directed towards her were carried out with a conscious disregard of her right to be free
25 from such illegal behavior, such as to constitute oppression, fraud or malice pursuant to California Civil
26 Code § 3294 entitling Plaintiff BLUEMNER to punitive damages in an amount appropriate to punish
27 and set an example of Defendants, and Does 1 through 20, inclusive and each of them.

1 69. Plaintiff BLUEMNER has incurred and continues to incur legal expenses and attorneys' fees and costs, including expert witness fees, entitling Plaintiff BLUEMNER to relief in accordance with FEHA § 12965(b). Plaintiff BLUEMNER is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

5 **FOURTH CAUSE OF ACTION**

6 **(For Hostile Work Environment Sexual Harassment on the basis of Sex or Gender in Violation of**
7 **FEHA (Gov. Code §§ 12940(j)) Against Defendants ERGO MEDIA CAPITAL, LLC, a Delaware**
8 **limited liability company; ERIK H. GORDON, an individual, and Does 1 through 20, inclusive,**
9 **and each of them)**

10 70. Plaintiff BLUEMNER repeats, re-pleads and re-alleges the allegations contained in paragraphs 1 through 69, inclusive, *supra*, and incorporate the same herein as if fully set forth.

12 71. At all applicable times mentioned in the Complaint, Defendants, and Does 1 through 20, inclusive, and each of them, regularly employed one (1) or more persons bringing Defendants, and Does 1 through 20, inclusive, and each of them, within the provisions of the California *Fair Employment and Housing Act* ("FEHA") proscribing harassment.

16 72. Plaintiff BLUEMNER has adequately exhausted all of her administrative remedies under FEHA and obtained "right to sue" letters from the Department of Fair Employment and Housing against Defendants, and Does 1 through 20, inclusive, and each of them. A true and correct copy of the "right to sue" letter Plaintiff BLUEMNER obtained from the Department of Fair Employment and Housing is attached hereto as **Exhibit "A"** and incorporated herein by reference as though fully set forth.

21 73. Plaintiff BLUEMNER suffered severe and pervasive sexual harassment on the basis of her sex, her gender, and on the basis of her pregnancy, in violation of FEHA during the course of her employment with Defendants such that it altered and interfered with her working conditions and created a hostile and abusive work environment and insufferable working conditions. Such sexual harassment was directed both at Plaintiff BLUEMNER herself and at others in her presence, and was so severe and pervasive that permeated her workplace and substantially interfered with her working environment.

27 74. During the course of her employment, Defendants, and Does 1 through 20, inclusive, and each of them, took actions of a sexually harassing nature towards Plaintiff BLUEMNER and in her

1 presence which caused and continued the existence of an oppressive and hostile work environment.

2 Specifically, Plaintiff BLUEMNER witnessed or was victim of actions or comments of a sexually
3 harassing nature, including but not limited to:

- 4 a. Regularly requiring Plaintiff BLUEMNER, as part of her job duties as his professional
5 assistant, to procure professional strippers and/or hookers and prostitutes for Defendant
6 GORDON and/or his friends in hotel rooms, and to facilitate his and his friends access to
7 prostitutes and strippers;
- 8 b. Insisting Plaintiff BLUEMNER join Defendant GORDON, his friends, and/or strippers in
9 hot tubs or baths;
- 10 c. Requesting or directing Plaintiff BLUEMNER to remove her top in the hot tub, together
11 with Defendant GORDON, his friends, and strippers, and attempting to cajole or pressure
12 her into complying;
- 13 d. Requesting or directing Plaintiff BLUEMNER to perform a “strip tease” dance for
14 Defendant GORDON’s in the bathroom of a hotel master suite;
- 15 e. Regularly requiring Plaintiff BLUEMNER, as part of her job duties as his professional
16 assistant, to accompany him to bars, restaurants, and clubs to help him pursue women, act
17 as “eye-candy” and as “bait” to attract other women to their party;
- 18 f. Requiring Plaintiff BLUEMNER to accompany Defendant GORDON and his friends to
19 strip clubs;
- 20 g. Insisting that Plaintiff BLUEMNER be present and “party” with Defendant GORDON
21 and his friends when strippers and prostitutes were present;
- 22 h. Insisting on doing lines of “Coke” off of Plaintiff BLUEMNER’s naked breasts in front
23 of multiple persons.
- 24 i. Regularly requiring Plaintiff BLUEMNER, as part of her job duties as his professional
25 assistant, to take the women that Defendant GORDON was romantically interested in on
26 shopping sprees, or otherwise giving them access to Defendant GORDON’s assets,
27 properties, amenities in Los Angeles, California;

28

- 1 j. Persistently and continuously subjecting Plaintiff BLUEMNER to unwanted flirtatious
- 2 comments, sexually charged advances, references to her body parts, and even unwanted
- 3 touching or contact from Defendant GORDON;
- 4 k. On occasion requesting Plaintiff BLUEMNER take photos of her naked breasts so that
- 5 Defendant GORDON could show his friends. Such requests increased in frequency once
- 6 Plaintiff BLUEMNER became pregnant, as did comments relating to her breasts.
- 7 l. Requesting that Plaintiff BLUEMNER touch Defendant GORDON, or give him
- 8 massages.
- 9 m. Requesting that she lay in bed with Defendant GORDON
- 10 n. At times sending Plaintiff BLUEMNER inappropriate, scandalous, or sexually charged
- 11 text messages.

12 Such actions were so severe and/or pervasive so as to materially alter Plaintiff BLUEMNER's work
13 environment and render it intolerable.

14 75. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
15 intentional violations of FEHA, Plaintiff BLUEMNER has suffered and continues to suffer humiliation,
16 emotional distress and mental and physical pain and anguish, all to her damage in a sum according to
17 proof.

18 76. Plaintiff BLUEMNER is informed and believes and based thereon alleges that the
19 aforesaid acts directed towards her were carried out with a conscious disregard of her right to be free
20 from such illegal behavior, such as to constitute oppression, fraud or malice pursuant to California Civil
21 Code § 3294 entitling Plaintiff BLUEMNER to punitive damages in an amount appropriate to punish
22 and set an example of Defendants, and Does 1 through 20, inclusive and each of them.

23 77. Plaintiff BLUEMNER has incurred and continues to incur legal expenses and attorneys'
24 fees and costs, including expert witness fees, entitling Plaintiff BLUEMNER to relief in accordance with
25 FEHA § 12965(b). Plaintiff BLUEMNER is presently unaware of the precise amount of these expenses
26 and fees and prays leave of court to amend this complaint when the amounts are more fully known.

27 ///

28 ///

FIFTH CAUSE OF ACTION

(For Failing to Prevent Discrimination and/or Harassment on the basis of Sex or Gender in
Violation of FEHA (Gov. Code §§ 12940(k)) Against Defendants ERGO MEDIA CAPITAL, LLC,
a Delaware limited liability company; ERIK H. GORDON, an individual, and Does 1 through 20,
inclusive, and each of them)

78. Plaintiff BLUENNER repeats, re-pleads and re-alleges the allegations contained in paragraphs 1 through 77, inclusive, *supra*, and incorporate the same herein as if fully set forth.

79. At all applicable times mentioned in the Complaint, Defendants, and Does 1 through 20, inclusive, and each of them, regularly employed five (5) or more persons bringing Defendants, and Does 1 through 20, inclusive, and each of them, within the provisions of the California *Fair Employment and Housing Act* ("FEHA"), which proscribe certain enumerated forms of discrimination and harassment.

80. Plaintiff BLUENNER has adequately exhausted all of her administrative remedies under FEHA and obtained "right to sue" letters from the Department of Fair Employment and Housing against Defendants, and Does 1 through 20, inclusive, and each of them. A true and correct copy of the "right to sue" letter Plaintiff BLUENNER obtained from the Department of Fair Employment and Housing is attached hereto as **Exhibit "A"** and incorporated herein by reference as though fully set forth.

81. Plaintiff BLUENNER suffered severe and pervasive sexual harassment on the basis of her sex, her gender, and on the basis of her pregnancy, in violation of FEHA during the course of her employment with Defendants.

82. Defendants, and Does 1 through 20, inclusive, and each of them, failed to take all reasonable steps necessary to prevent discrimination from happening or occurring in violation of Gov. Code § 12940(k).

83. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their willful, knowing and intentional violations of FEHA, Plaintiff BLUEMNER has sustained and continues to sustain substantial losses in earnings and other benefits.

84. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their intentional violations of FEHA, Plaintiff BLUEMNER has suffered and continues to suffer humiliation,

emotional distress and mental and physical pain and anguish, all to her damage in a sum according to proof.

85. Plaintiff BLUENMER is informed and believes and based thereon alleges that the aforesaid acts directed towards her were carried out with a conscious disregard of her right to be free from such illegal behavior, such as to constitute oppression, fraud or malice pursuant to California Civil Code § 3294 entitling Plaintiff BLUENMER to punitive damages in an amount appropriate to punish and set an example of Defendants, and Does 1 through 20, inclusive and each of them.

86. Plaintiff BLUENNER has incurred and continues to incur legal expenses and attorneys' fees and costs, including expert witness fees, entitling Plaintiff BLUENNER to relief in accordance with FEHA § 12965(b). Plaintiff BLUENNER is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

SIXTH CAUSE OF ACTION

(For Wrongful Termination in Violation of Public Policy (Cal. Const., Art. 1, § 8) Against
Defendants ERGO MEDIA CAPITAL, LLC, a Delaware limited liability company; ERIK H.
GORDON, an individual, and Does 1 through 20, inclusive, and each of them)

87. Plaintiff BLUENNER repeats, re-pleads and re-alleges the allegations contained in paragraphs 1 through 86, inclusive, above and incorporate the same herein in full.

88. At all times mentioned in this complaint, Article I, Section 8 of the California Constitution, proscribing, *inter alia*, discrimination on the basis of sex, was in full force and effect and was binding on Defendants. In addition, pursuant to the FEHA, it is against public policy and unlawful to terminate an employee because of the employee's sex and/or gender.

89. Plaintiff BLUEMNER is informed and believes and based thereon alleges that her sex and/or her gender was the motivating factor in Defendants, and Does 1 through 20, inclusive, and each of their decision to terminate her. Such discrimination is in violation of the public policy of the State of California as reflected in the California Constitution, Article I, Section 8, and additionally reflected in FEHA's proscription of the same, and has resulted in damages and injury to Plaintiff BLUEMNER as alleged herein.

90. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their willful, knowing and intentional violations of FEHA, Plaintiff BLUENMER has sustained and continues to sustain substantial losses in earnings and other benefits.

91. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their intentional violations of FEHA, Plaintiff BLUEMNER has suffered and continues to suffer humiliation, emotional distress and mental and physical pain and anguish, all to her damage in a sum according to proof.

92. Plaintiff BLUENNER is informed and believes and based thereon alleges that the aforesaid acts directed towards her were carried out with a conscious disregard of her right to be free from such illegal behavior, such as to constitute oppression, fraud or malice pursuant to California Civil Code § 3294 entitling Plaintiff BLUENNER to punitive damages in an amount appropriate to punish and set an example of Defendants, and Does 1 through 20, inclusive and each of them.

SEVENTH CAUSE OF ACTION

(For Intentional Infliction of Emotional Distress Against Defendants ERGO MEDIA CAPITAL,

LLC, a Delaware limited liability company; ERIK H. GORDON, an individual, and Does 1 through 20, inclusive, and each of them)

93. Plaintiff BLUEMNER repeats, re-pleads and re-alleges the allegations contained in paragraphs 1 through 92, inclusive, *supra*, and incorporate the same herein in full.

94. Defendant, and Does 1 through 20, inclusive, and each of them, persisted in subjecting Plaintiff BLUEMNER to unwelcome verbal, visual and physical conduct of a sexual nature in the workplace, as alleged hereinabove, in a manner that was outrageous, offensive, heinous and beyond the standards of decency tolerated in a civilized society.

95. Defendants, and Does 1 through 20, inclusive, and each of them intended to cause Plaintiff BLUEMNER emotional distress and/or acted with reckless disregard of Plaintiff BLUEMNER's rights, under the California Constitution and FEHA, to be free of such outrageous and unlawful conduct and with reckless disregard of the probably that Plaintiff BLUEMNER would suffer emotional distress, knowing that Plaintiff BLUEMNER was present as the victim of the conduct when it occurred.

96. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their conduct, Plaintiff BLUEMNER has suffered severe emotional distress and Defendants, and Does 1 through 20, inclusive, and each of their conduct was a substantial factor in causing Plaintiff BLUEMNER's severe emotional distress.

97. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their intentional violations of FEHA, Plaintiff BLUEMNER has suffered and continues to suffer humiliation, emotional distress and mental and physical pain and anguish, all to her damage in a sum according to proof.

9 98. Plaintiff BLUENNER is informed and believes and based thereon alleges that the
10 aforesaid acts directed towards her were carried out with a conscious disregard of her right to be free
11 from such illegal behavior, such as to constitute oppression, fraud or malice pursuant to California Civil
12 Code § 3294 entitling Plaintiff BLUENNER to punitive damages in an amount appropriate to punish
13 and set an example of Defendants, and Does 1 through 20, inclusive and each of them.

EIGHTH CAUSE OF ACTION

(For Negligent Infliction of Emotional Distress Against Defendants ERGO MEDIA CAPITAL,
LLC, a Delaware limited liability company; ERIK H. GORDON, an individual, and Does 1
through 20, inclusive, and each of them)

18 99. Plaintiff BLUEMNER repeats, re-pleads and re-alleges the allegations contained in
19 paragraphs 1 through 98, inclusive, *supra*, and incorporate the same herein in full.

20 100. Defendant, and Does 1 through 20, inclusive, and each of them, persisted in subjecting
21 Plaintiff BLUEMNER to unwelcome verbal, visual and physical conduct of a sexual nature in the
22 workplace, as alleged hereinabove, in a manner that was outrageous, offensive, heinous and beyond the
23 standards of decency tolerated in a civilized society.

24 101. Defendants, and Does 1 through 20, inclusive, breached a duty to Plaintiff BLUENNER
25 to, as her employer, refrain from such conduct and protect her from being subjected to the same while in
26 their employ. Defendants, and Does 1 through 20, inclusive, and each of them, acted intentionally or
27 without regard to a reasonably knowable risk of harm to Plaintiff BLUENNER and her rights, the
28 California Constitution and FEHA, to be free of such harm.

102. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their conduct, Plaintiff BLUENNER has suffered severe emotional distress and Defendants, and Does 1 through 20, inclusive, and each of their conduct was a substantial factor in causing Plaintiff BLUENNER's severe emotional distress.

103. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their intentional violations of FEHA, Plaintiff BLUENMER has suffered and continues to suffer humiliation, emotional distress and mental and physical pain and anguish, all to her damage in a sum according to proof.

NINTH CAUSE OF ACTION

(For Unfair Business Practices (Cal. Bus. Prof. Code §§ 17200, *et seq.*) Against Defendants ERGO

MEDIA CAPITAL, LLC, a Delaware limited liability company; ERIK H. GORDON, an individual, and Does 1 through 20, inclusive, and each of them

104. Plaintiff BLUENMER repeats, re-pleads and re-alleges the allegations contained in paragraphs 1 through 103, inclusive, *supra*, and incorporate the same herein in full.

105. Plaintiff BLUENNER brings this action to recover unpaid wages, on behalf of herself, all other similarly situated, and the general public.

106. The Unfair Competition Law, Business and Professions Code Section 17200 *et seq.*, defines unfair competition to include any “unfair,” “unlawful” or “deceptive” business practice, and provides for injunctive and restitutionary relief for violations.

107. Defendants, and Does 1 through 20, inclusive, and each of them, have committed numerous unfair, unlawful or deception business practices as further alleged hereinabove, including but not limited to: terminating Plaintiff BLUENMNER for an unlawful and discriminatory purpose, wrongfully terminating Plaintiff in contravention of public policy, aiding and abetting in the unlawful discharge of Plaintiff, subjecting Plaintiff to a hostile and oppressive working environment by exposing Plaintiff to inappropriate and sexual comments and actions which pervaded her working conditions, requiring, either expressly or impliedly, Plaintiff to engage or participate in acts of a sexual nature as a condition of her continued employment, failing to prevent sexual harassment, engaging in or allowing to

exist the intentional infliction of emotional distress on Plaintiff BLUEMNER, and in engaging in or allowing to exist the negligent infliction of emotional distress on Plaintiff BLUEMNER.

3 108. The actions of Defendants, and Does 1 through 20, inclusive, and each of them, detailed
4 herein against Plaintiff BLUEMNER constitute unfair, unlawful and deceptive business practices, and
5 further, constitute actions for which restitutionary relief is available.

6 109. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
7 actions, Plaintiff BLUENMER has suffered injury in fact and lost money or property.

8 110. Plaintiff BLUEMNER is informed and believes and based thereon alleges that
9 Defendants, and Does 1 through 20, inclusive, and each of them, continue to engage in the practices
10 described herein and are continuing and will continue to benefit financially from these unlawful and
11 unfair practices unless enjoined by this Court from doing so.

12 111. Plaintiff BLUENNER is informed, believes, and based thereon alleges, that the unlawful
13 and unfair business practices conducted by Defendants, and Does 1 through 20, inclusive, and each of
14 them, are ongoing and present a threat and likelihood of continuing discrimination against Plaintiff
15 BLUENNER and other members of the general public. Accordingly, Plaintiff BLUENNER seeks
16 declaratory and injunctive relief and restitution, as permitted under the Act.

17 112. As a proximate result of Defendants, and Does 1 through 20, inclusive, and each of their
18 unfair business practices, Plaintiff BLUEMNER has sustained and continues to sustain substantial losses
19 in earnings and other benefits.

20 113. Plaintiff BLUEMNER has incurred and continues to incur legal expenses and attorneys'
21 fees and costs, including expert witness fees, entitling Plaintiff BLUEMNER to relief in accordance with
22 California Code of Civil Procedure § 1021.5. Plaintiff BLUEMNER is presently unaware of the precise
23 amount of these expenses and fees and prays leave of court to amend this complaint when the amounts
24 are more fully known.

PRAYER FOR RELIEF

26 WHEREFORE, Plaintiff BLUENNER prays for judgment against Defendants, and Does 1
27 through 20, inclusive, and each of them as follows:

1. At all applicable times mentioned in the Complaint, Defendants, and Does 1 through 20,
inclusive, and each of them, regularly employed five (5) or more persons bringing Defendants, and Does
1 through 20, inclusive, and each of them, within the provisions of the California *Fair Employment and*
Housing Act ("FEHA"), which proscribe certain enumerated forms of discrimination.

5 2. At all applicable times mentioned in the Complaint, Defendants, and Does 1 through 20,
6 inclusive, and each of them, regularly employed one (1) or more persons bringing Defendants, and Does
7 1 through 20, inclusive, and each of them, within the provisions of the California *Fair Employment and*
8 *Housing Act* ("FEHA") proscribing specific types of harassment.

As to the First through Third Causes of Action

10 1. For restitution of all monies due Plaintiff BLUEMNER including back pay, front pay, lost
11 employment benefits and other compensation, and other special damages according to proof;

12 2. For general damages to compensate Plaintiff BLUEMNER for her past, present, and
13 future emotional distress, pain and suffering, and loss of pleasure and enjoyment of life;

14 3. For exemplary and punitive damages;

15 4. For all applicable injunctive relief as allowed by law;

16 5. For an award of interest, including prejudgment interest, at the legal rate;

17 6. For an award of attorneys' fees;

18 7. For costs of suit incurred, and

19 8. For such other and further relief as the Court may deem appropriate.

As to the Fourth Cause of Action

21 1. For general damages to compensate Plaintiff BLUENMER for her past, present, and
22 future emotional distress, pain and suffering, and loss of pleasure and enjoyment of life;
23
24 2. For exemplary and punitive damages;
25 3. For all applicable injunctive relief as allowed by law;
26 4. For an award of interest, including prejudgment interest, at the legal rate;
27 5. For an award of attorneys' fees;
28 6. For costs of suit incurred, and
29 7. For such other and further relief as the Court may deem appropriate.

As to the Fifth Cause of Action

1. For restitution of all monies due Plaintiff BLUEMNER including back pay, front pay, lost employment benefits and other compensation, and other special damages according to proof;
 2. For general damages to compensate Plaintiff BLUEMNER for her past, present, and future emotional distress, pain and suffering, and loss of pleasure and enjoyment of life;
 3. For exemplary and punitive damages;
 4. For all applicable injunctive relief as allowed by law;
 5. For an award of interest, including prejudgment interest, at the legal rate;
 6. For an award of attorneys' fees;
 7. For costs of suit incurred, and
 8. For such other and further relief as the Court may deem appropriate.

As to the Sixth Cause of Action

1. For restitution of all monies due Plaintiff BLUEMNER including back pay, front pay, lost employment benefits and other compensation, and other special damages according to proof;
 2. For general damages to compensate Plaintiff BLUEMNER for her past, present, and future emotional distress, pain and suffering, and loss of pleasure and enjoyment of life;
 3. For exemplary and punitive damages;
 4. For all applicable injunctive relief as allowed by law;
 5. For an award of interest, including prejudgment interest, at the legal rate; and
 6. For such other and further relief as the Court may deem appropriate.

As to the Seventh Cause of Action

1. For general damages to compensate Plaintiff BLUEMNER for her past, present, and future emotional distress, pain and suffering, and loss of pleasure and enjoyment of life;
 2. For exemplary and punitive damages;
 3. For all applicable injunctive relief as allowed by law;
 4. For an award of interest, including prejudgment interest, at the legal rate; and
 5. For such other and further relief as the Court may deem appropriate.

As to the Eighth Cause of Action

1. For general damages to compensate Plaintiff BLUENNER for her past, present, and future emotional distress, pain and suffering, and loss of pleasure and enjoyment of life;
 2. For all applicable injunctive relief as allowed by law;
 3. For an award of interest, including prejudgment interest, at the legal rate; and
 4. For such other and further relief as the Court may deem appropriate.

As to the Ninth Cause of Action

1. For an order finding that Defendants, and Does 1 through 20, inclusive, and each of them, violated California's Unfair Competition Law, Business and Professions Code sections 17200, *et seq.*;
 2. For an award to Plaintiff BLUENMER of all actual, consequential, and incidental damages subject to proof at trial, including but not limited to the amount of wages illegally withheld, all damages for wages not promptly paid, penalties pursuant to statute, and all premium pay, civil penalties, and other penalties owed to Plaintiff BLUENMER;
 3. For an award to Plaintiff BLUENMER of interest on all monies owed from the day such money was due to Plaintiff BLUENMER;
 4. For an order requiring Defendants to pay restitution to Plaintiff BLUENMER due to Defendants unlawful and/or unfair activities pursuant to Business and Professions Code sections 17200, *et seq.*;
 5. For permanent injunctive relief requiring the Defendants to cease and desist from all unlawful and/or unfair activities pursuant to Business and Professions Code sections 17200, *et seq.*,
 6. For an award of attorneys' fees;
 7. For costs of suit incurred, and
 8. For such other relief as this Court may deem proper.

Dated: February 28, 2014

Christian S. Molnar Law Corporation

Christian S. Molnar, Esq., attorneys for
Plaintiff LOTTI BLUENNER

REQUEST FOR JURY TRIAL

Plaintiff hereby demands trial by jury.

Dated: February 28, 2014

Christian S. Molnar Law Corporation

Christian S. Molnar, Esq., attorneys for Plaintiff LOTTI BLUENMER

0 2 / 2 8 / 2 0 1 4

Exhibit “A”



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DIRECTOR PHYLIS W. CHENG

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kaisen Drive, Suite 100 | Elk Grove, CA 95758
800-884-1684 | VideoPhone 916-228-5285 | TTY 800-709-2320
www.dfeh.ca.gov | Email: contact_center@dfeh.ca.gov

Sep 26, 2013

Lotti Bluemner
9663 Santa Monica Boulevard, #162
Beverly Hills, CA 90210

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 166125-69796
Right to Sue: Bluemner / Ergo Media Capital, LLC, Erik Gordon

Dear Lotti Bluemner:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective Sep 26, 2013 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

Enclosures

cc: Ergo Media Capital, LLC Gordon

①
②
③
④
⑤
⑥
⑦
⑧
⑨
⑩
⑪
⑫
⑬
⑭

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Christian S. Molnar, Esq. (SBN 177665) CHRISTIAN S. MOLNAR LAW CORPORATION 12400 Wilshire Boulevard, Suite 1180 Los Angeles, California, 90025 TELEPHONE NO.: (310) 820-9900 FAX NO.: (310) 820-9926 ATTORNEY FOR (Name): Plaintiff LOTTI BLUEMNER, an individual		FOR COURT USE ONLY FILED Superior Court Of California County Of Los Angeles FEB 28 2014 Sherri R. Carter, Executive Officer/Clerk By <i>[Signature]</i> Deputy Amber Hayes
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles, Central District STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District - Stanley Mosk Courthouse		
CASE NAME: Lotti Bluemner, an individual v. Ergo Media Capital, LLC, etc., et al.		CASE NUMBER: BC 538111
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) <input type="checkbox"/> (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

- Auto Tort
 Auto (22)
 Uninsured motorist (46)
- Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
 Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)
- Non-PI/PD/WD (Other) Tort
 Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)
- Employment
 Wrongful termination (36)
 Other employment (15)

- Contract
 Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)
- Real Property
 Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)
- Unlawful Detainer
 Commercial (31)
 Residential (32)
 Drugs (38)
- Judicial Review
 Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)
- Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
 Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)
- Enforcement of Judgment
 Enforcement of judgment (20)
- Miscellaneous Civil Complaint
 RICO (27)
 Other complaint (not specified above) (42)
- Miscellaneous Civil Petition
 Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): nine (9)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 28, 2014

Christian S. Molnar, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

- Auto (22)–Personal Injury/Property
- Damage/Wrongful Death
- Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death)**Tort**

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice— Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
 - Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

CASE TYPES AND EXAMPLES**Contract**

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
 - Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
 - Negligent Breach of Contract/ Warranty
 - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case–Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ–Administrative Mandamus
 - Writ–Mandamus on Limited Court Case Matter
 - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

Original

SHORT TITLE: Lotti Bluemner v. Ergo Media Capital, LLC, etc., et al.	CASE NUMBER BC538111
---	--------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Lotti Bluemner v. Ergo Media Capital, LLC, etc., et al.		CASE NUMBER	
Non-Personal Injury/Property Damage/Wrongful Death Tort Employment Contract Real Property Unlawful Detainer	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
	Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation	Number of parcels _____ 2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.	
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.	

SHORT TITLE: Lotti Bluemner v. Ergo Media Capital, LLC, etc., et al.		CASE NUMBER	
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

SHORT TITLE: Lotti Bluemner v. Ergo Media Capital, LLC, etc., et al.	CASE NUMBER
---	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.		ADDRESS: 132 South Maple Drive, Penthouse #4
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		
CITY: Beverly Hills	STATE: California	ZIP CODE: 90212

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: February 28, 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

©
N
~
M
O
S
P
G
H
A